



TO: Donna Gaudet, Incoming Legal Supervisor
Cigna Corporation
900 Cottage Grove Rd, C38
Bloomfield, CT 06002-2920

RE: **Process Served in Delaware**

FOR: Cigna Corporation (Domestic State: DE)

**Service of Process
Transmittal**

03/10/2017
CT Log Number 530835611

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: ROBERT THORNLEY, personal representative of the estate of RICHARD THORNLEY, JR., Pltf. vs. CIGNA CORPORATION, etc. and LIFE INSURANCE COMPANY OF NORTH AMERICA, etc., Dfts.

DOCUMENT(S) SERVED: Summons, Notice(s), Complaint, Attachment(s)

COURT/AGENCY: Jackson County Circuit Court, MS
Case # 17CV09639

NATURE OF ACTION: Defendant has breached policy in bad faith, entitling plaintiff to relief and damages for breach of contract

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Process Server on 03/10/2017 at 15:20

JURISDICTION SERVED : Delaware

APPEARANCE OR ANSWER DUE: Within 30 days after service of this summons upon you

ATTORNEY(S) / SENDER(S): David B. Paradis
BROPHY SCHMOR LLP
201 W. Main, 5th Floor
PO Box 128
Medford, OR 97504
(541) 772-7123

ACTION ITEMS: CT has retained the current log, Retain Date: 03/10/2017, Expected Purge Date: 03/15/2017

Image SOP

Email Notification, Incoming Legal LegalandPublicAffairs-IncomingLegal@cigna.com

SIGNED:
ADDRESS: The Corporation Trust Company
1209 N Orange St
Wilmington, DE 19801-1120

TELEPHONE: 302-658-7581

Page 1 of 1 / AR

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

CT

I hereby certify that I have compared this
copy of Summons
with the original and that it is an exact
and complete copy thereof.

David B. Paradis
of attorneys for Plaintiff

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

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ROBERT THORNLEY, personal
representative of the estate of RICHARD
THORNLEY, JR.,

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Plaintiff

v.
CIGNA CORPORATION, a Delaware
corporation, LIFE INSURANCE
COMPANY OF NORTH AMERICA, a
Pennsylvania corporation,

12

Defendants.

Case No.: 17CV09639

SUMMONS

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TO: CIGNA CORPORATION

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IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear
and defend the Complaint filed against you in the above-entitled case within thirty (30)
days from the date of the service of this Summons upon you; and if you fail to do so, the
Plaintiff will apply to the court for the relief demanded in the Complaint.

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DATED this 7th day of March 2017.

David B. Paradis
David B. Paradis, OSB #853016
Jeremy J. Karns, OSB #164144
BROPHY SCHMOR LLP
Of Attorneys for Plaintiff
201 W. Main, 5th Floor
PO Box 128, Medford, OR 97504
P: (541) 772-7123 / F: (541) 772-7249
E:dparadis@brophylegal.com

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BROPHY SCHMOR LLP
Attorneys at Law
PO Box 128
Medford, OR 97501

SUMMONS - 1

3/3/2017 2:52:13 PM
17CV09639

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IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

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ROBERT THORNLEY, personal
representative of the estate of RICHARD
THORNLEY, JR.,

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Plaintiff

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v.

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CIGNA CORPORATION, a Delaware
corporation, LIFE INSURANCE
COMPANY OF NORTH AMERICA, a
Pennsylvania corporation,

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Defendants.

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Plaintiff alleges:

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Case No.:

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COMPLAINT

(Breach of Contract, Estoppel)

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Prayer Amount: \$168,000

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Fee authority: ORS 21.160(1)(c)

18

Filing Fee: \$531

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Not subject to mandatory arbitration

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Plaintiff, Robert Thornley, is an individual residing in in Jackson County,

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Oregon. Plaintiff is the brother and personal representative of the estate of decedent,

23

Richard Thornley, Jr.

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On information and belief, defendant CIGNA Corporation (hereinafter
“CIGNA”) is a Delaware corporation with headquarters in Connecticut conducting
business in the State of Oregon. On information and belief, defendant Life Insurance

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BROPHY SCHMOR LLP
Attorneys at Law
PO Box 128
Medford, OR 97501**COMPLAINT - 1**

1 Company of North America is a subsidiary of defendant CIGNA and a Pennsylvania
2 Corporation conducting business in the State of Oregon

3 **FIRST CLAIM FOR RELIEF**
4 **(Breach of Contract)**

5 3.

6 In August of 2015, defendants, or one of them, issued a \$168,000 Life Insurance
7 Policy to Richard Thornley, Jr.. A true copy of the policy is attached hereto as Exhibit 1
8 and incorporated herein by reference. Prior to issuing the policy, defendant's authorized
9 agent represented to Richard Thornley, Jr., in writing, that he could convert a group
10 policy he held to the aforementioned individual policy with coverage of \$168,000. Said
11 letter stated in part that:

12
13 “**You may convert \$168,000** of your Voluntary Life
14 Insurance if you wish to continue it. A Conversion
15 Application Form is enclosed. Please complete and return
16 the Conversion Application Form along with the initial
17 premium payment within 15 days from the date of this
letter.” (Emphasis added.)

18 4.

19 On or about November 4, 2015, Richard Thornley, Jr. accepted defendants' offer
20 and completed the application. Decedent submitted the same with an initial premium
21 payment of \$2,293.

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23 ///

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26 **BROPHY SCHMOR LLP**
Attorney at Law
PO Box 128
Medford, OR 97501

COMPLAINT - 2

5.

Defendants issued an independent whole life insurance policy to decedent for \$168,000 in coverage. The policy was effective August 3, 2015. The beneficiary of the policy was listed as the estate of decedent. Decedent paid premiums and performed all of his obligations otherwise required under the insurance contract until his death in 2016.

6.

After decedent's death, plaintiff submitted a claim for the face value of decedent's insurance policy of \$168,000. On or about June 24, 2016, defendants refused to issue the full value of the policy, and instead issued a check to decedent's estate in the amount of \$56,000.

7

Defendants breached their obligations under the whole life insurance policy issued to decedent by failing to pay plaintiff for the full-face value of \$168,000 for the policy. By reason of this default, defendant is entitled to a judgment against defendants for the sum of \$168,000 and prejudgment interest thereon at the rate of nine percent (9%) per annum from June 24, 2016, until paid.

8.

Plaintiff is entitled to recover attorney's fees under ORS 742.061.

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BROPHY SCHMOR LLP
Attorneys at Law
PO Box 128
Medford, OR 97501

COMPLAINT - 3

1 **WHEREFORE**, plaintiff prays for the entry of a judgment in favor of plaintiff
2 and against defendants for the sum of \$168,000, plus interest at the rate of nine percent
3 (9%) per annum from June 24, 2016, until paid, plus the attorney's fees, costs, prevailing
4 party fees and disbursements incurred herein by plaintiff.
5
6

7 DATED this 3rd day of March 2017.
8
9

10 /s/ David B. Paradis
11 David B. Paradis, OSB #853016
12 Jeremy J. Karns, OSB #164144
13 BROPHY SCHMOR LLP
14 Of Attorneys for Plaintiff
15 201 W. Main, 5th Floor
16 PO Box 128, Medford, OR 97504
17 P: (541) 772-7123 / F: (541) 772-7249
18 E:dparadis@brophylegal.com
19 jkarns@brophylegal.com
20 Trial Attorney: David B. Paradis
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BROPHY SCHMOR LLP
Attorneys at Law
PO Box 128
Medford, OR 97501

COMPLAINT - 4

RICHARD R THORNLEY

MBER: 060060174

INT: \$168,000.00

AN INTEREST RATE: 6.00000%

Whole Life Insurance payable in event of death. Premiums payable for life. Nonparticipating - no dividends. Schedule of Benefits and Premiums, and the Premium Class, are shown in Section 1, Policy Specifications.

Life Insurance Company of North America ("we," "us," "our" and "company") promises to pay the Face Amount to the Beneficiary upon receipt at our Administrative Office of due proof of the insured's death. All benefits will be payable subject to the policy provisions. The Owner ("you," "your") is the Insured unless another person is named in the application or later becomes the Owner as allowed by this policy.

Signed for us at Philadelphia, Pennsylvania on the Date of Issue.

Attest: Matthew G. Monahan
Countersigned: Scott Keen

LIFE INSURANCE COMPANY
OF NORTH AMERICA

ADMINISTRATIVE OFFICE
P.O. BOX 152501
IRVING, TEXAS 75015-2501

**NOTICE OF YOUR RIGHT TO
EXAMINE POLICY FOR 30 DAYS**

It is important to us that you are satisfied with this policy and that it meets the insurance goals you planned for it. If you are not satisfied, you may return the policy to us or the agent from whom you purchased it within thirty days after it is delivered to you and receive a full refund of any premiums you have paid.

-2-

DUPLICATE

INSURED: RICHARD R THORNLEY	MALE	AGE 61
POLICY NUMBER: 060060174	EFFECTIVE DATE:	AUG 3, 2015
FACE AMOUNT: \$168,000.00	DATE OF ISSUE:	AUG 3, 2015
POLICY LOAN INTEREST RATE: 6.00000%	PREMIUM CLASS:	STANDARD

SCHEDULE OF BENEFITS AND PREMIUMS

THE PREMIUMS FOR EACH BENEFIT BELOW ARE PAYABLE FOR THE PERIOD FROM THE EFFECTIVE DATE TO THE DATE STATED, OR FOR THE NUMBER OF POLICY YEARS STATED, OR AS OTHERWISE STATED OR UNTIL THE PRIOR DEATH OF THE INSURED.

BENEFITS	PREMIUM	PAYABLE
WHOLE LIFE INSURANCE	\$9,172.00	LIFE

ANNUAL, SEMI-ANNUAL AND QUARTERLY RATES ARE MULTIPLES OF MONTHLY RATES.

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2. TABLE OF VALUES

THIS TABLE LISTS THE VARIOUS GUARANTEED VALUES AVAILABLE TO YOU IN YOUR POLICY. YOU WILL FIND A COMPLETE EXPLANATION FOR EACH OF THOSE OPTIONS IN SECTIONS 7 AND 8.

DUPLICATE

INSURED: RICHARD R THORNLEY

MALE : AGE 61

POLICY NUMBER: 060060174

FACE AMOUNT: \$168,000.00

COVERAGE: WHOLE LIFE INSURANCE

END OF POLICY YEAR	CASH OR LOAN VALUE	REDUCED PAID-UP INSURANCE	EXTENDED TERM YEARS	INSURANCE DAYS
1	\$0.	\$0.	0	0
2	\$0.	\$0.	0	0
3	\$4,032.	\$9,240.	1	266
4	\$8,064.	\$17,808.	3	40
5	\$12,264.	\$26,208.	4	116
6	\$16,464.	\$34,104.	5	112
7	\$20,832.	\$41,832.	6	45
8	\$25,200.	\$49,224.	6	279
9	\$29,568.	\$56,112.	7	95
10	\$34,104.	\$62,832.	7	245
11	\$38,640.	\$69,216.	7	353
12	\$43,176.	\$75,264.	8	65
13	\$47,712.	\$80,976.	8	114
14	\$52,248.	\$86,352.	8	141
15	\$56,784.	\$91,560.	8	150
16	\$61,320.	\$96,432.	8	145
17	\$65,856.	\$101,136.	8	127
18	\$70,224.	\$105,504.	8	93
19	\$74,592.	\$109,536.	8	51
20	\$78,792.	\$113,232.	7	361

3. GENERAL PROVISIONS

The Contract

This is your policy. We issued it in consideration of your application and your payment of premiums. This policy and the application, a copy of which is attached to it, make up the entire contract. We agree not to use any statements other than those made in the application in challenging a claim or attempting to avoid liability under this policy. The statements made in the application will be treated as representations and not as warranties.

Incontestability

This policy will be contestable, unless you do not pay the premium, after it has been in force during the lifetime of the Insured for two years from its Date of Issue, except for any rider which has a separate contestability clause. This means that we cannot use any misstatement to challenge a claim or avoid liability after that time.

Change of Provisions

No agent or other person except our President, a Vice President, or our Secretary has authority to bind us, to extend the time in which you can pay your premiums or to agree to change this policy.

Misstatement of Age

If the Insured's age is misstated, we will adjust any proceeds payable to the amounts which the premiums paid would have purchased at the correct age.

4. EXCLUSIONS

Suicide Exclusion

If the Insured commits suicide, while sane or insane, within two years from the Date of Issue, we will limit our payment to a refund of premiums paid, less any Indebtedness (money owed the Company).

5. OWNERSHIP AND BENEFICIARY

Ownership

This policy belongs to you. The Owner ("you," "your") is the Insured unless otherwise designated in the application or unless changed as provided under the Change of Ownership or Beneficiary provision. Unless you provide otherwise, you may exercise all rights and privileges granted by this policy during the Insured's lifetime.

LM-19091

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Reorder by TL-002488
Printed in U.S.A. 01/89

6. PREMIUMS

Premium

The Effective Date is the date from which premium due dates, policy years and policy anniversaries are determined. The first premium is due on the Effective Date. To keep this policy in force during the Insured's lifetime, you must pay each premium for as long as is shown in the Policy Specifications. You may pay premiums under any mode of payment at the applicable premium rate for the method of payment requested, subject to our approval. All premiums, after the first, must be paid by the due date to us at our Administrative Office. Any premium paid for insurance beyond the month in which the Insured dies will be refunded.

Grace Period

All premiums are payable by the due date. You do have 31 days after the due date to pay each premium (except the first). If you do not pay the premium within this time, your policy will lapse and all its benefits will end, unless the premium is paid under the Automatic Premium Loan provision. However, policy benefits may be continued under one of the options which are available if you quit paying premiums (see Section 7). If the Insured dies during the grace period, we will deduct one month's premium from the benefits.

Reinstatement

If your policy lapses because you did not pay a premium, we will reinstate it if you ask us to, unless you have surrendered it for its Cash Value. We will reinstate your policy on four conditions:

1. Your written request is received at our Administrative Office within five years of the due date of the first premium which you did not pay.
2. You show us that the Insured is still insurable according to our normal rules.
3. You pay all overdue premiums plus 6% compound interest on those premiums; and
4. You repay, or agree to continue in effect, any loan made to you under this policy before it lapsed and also pay any interest due on that loan.

7. CASH VALUE AND PAID-UP INSURANCE OPTIONS

You may surrender, or turn in, this policy at any time in return for its Cash Value less any Indebtedness. You may request instead, within 60 days after the date your premium was due, to have any one of the Paid-Up Insurance Options take effect instead of paying the premium due.

If you do not choose an option within 60 days after the date your premium was due, or if the Insured dies after the 31-day grace period without having chosen an option, the Extended Term Insurance Option will automatically take effect if this policy is in the standard premium class. Otherwise, the Reduced Paid-Up Insurance Option will automatically take effect.

If your insurance is continued under one of the Paid-Up Insurance Options, it will not include any benefits other than the Face Amount of this policy. No additional benefits in any riders attached to the policy are included in the Paid-Up Insurance Options.

Values for years not shown in the Table of Values are available on request and will be calculated on the same basis as those shown. During any policy year the amount of cash value and paid-up insurance and the period of extended insurance will be calculated with due allowance for the lapse of time and the payment of any fractional premiums. The cash value at any time of any paid-up or extended insurance will be the reserve at that time on that insurance, except that within 31 days after a policy anniversary it will not be less than the cash value on that anniversary.

The cash value and paid-up insurance benefits of this policy are not less than the minimum values or benefits required by the law of the state in which this policy is delivered. A detailed statement of the method used for computing the benefits is on file with the insurance supervisory officials of the state in which this policy is delivered.

8. POLICY LOANS

Cash Loans

You may make a loan against this policy by requesting from us in writing the amount that you wish to borrow. You may borrow up to the amount of Cash Value available. The Cash Value available on a premium due date, or during a grace period, or on a policy anniversary date if the policy is on a Paid-Up Insurance Option, is the Cash Value of the policy less any indebtedness.

Indebtedness

Indebtedness means that you owe money including any interest because of a loan on this policy. Any Indebtedness at time of settlement will reduce the proceeds. Indebtedness may be repaid in whole or in part at any time before the policy matures. However, if you do not pay a premium within the grace period, any outstanding Indebtedness can be repaid only if the policy is reinstated. If at any time Indebtedness equals or exceeds the policy's value, the policy will terminate. We will give 31 days notice to you and any assignee. It will be mailed to your last known address and to the last known address of any assignee.

Automatic Premium Loan

You may request on the application or by writing to us at our Administrative Office that the Automatic Premium Loan provision be used to pay premiums. If this provision is used and your policy has enough Cash Value available, any premium you have not paid by the end of the 31-day grace period will be paid by an Automatic Premium Loan.

When two consecutive premiums have been paid by Automatic Premium Loans, the applicable Paid-Up Insurance option will automatically take effect at the next premium due date.

The Cash Value available at any other time is the amount which, together with loan interest, will equal the Cash Value available on the next premium due date or the next policy anniversary date if the policy is on a Paid-Up Insurance Option.

9. CHANGE OF PLAN

You may exchange this policy for another on a different plan if we approve it and you meet all requirements and make all necessary payments. You may also exchange it for another policy on the same plan for a lesser amount.

10. SETTLEMENT OPTIONS

The policy proceeds payable at the death of the Insured will be paid in one sum or will be applied in whole, or in part, to any Settlement Option elected from the settlement options we are then offering. You may elect a Settlement Option while the Insured is alive. You may revoke or change your choice at any time before the Insured's death. The beneficiary may elect a Settlement Option after the Insured's death. Any such choice must be in writing in a form acceptable to us.

Endorsement

This Endorsement is added to and made part of your policy as of its effective date. It is subject to all of the policy provisions that do not conflict with it.

1. The following paragraph is added to the Incontestability provision of the General Provisions Section.

The incontestability period will begin on the Date of Issue of any Group Life Insurance Certificate that contained a Conversion Privilege pursuant to which this policy was issued. We may use only statements contained in the application for the group insurance certificate to contest the amount of life insurance converted to this policy. Any increase in the amount of life insurance as well as any supplemental benefits not included in your group certificate may be contested for two years from this policy's Date of Issue.

2. The following paragraph is added to the Suicide Exclusion provision of the General Provisions Section.

The two-year period to which the Suicide Exclusion applies will begin on the Date of Issue of any Group Life Insurance Certificate that contained a Conversion Privilege pursuant to which this policy was issued. If the amount of life insurance provided by this policy exceeds the amount converted, or if this policy includes supplemental benefits not included in the group certificate, we may refund premiums and not pay benefits for the excess amount or supplemental benefit, in the event the Insured commits suicide within two years from the Date of Issue of this policy.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Matt Manders, President

LM-19090(c)

060060174

Life Insurance Company of North America

Application for Conversion of Group Life Insurance

Each insured must complete a separate Application for Conversion of Group Life Insurance (copies of this form are acceptable). The following information must be completed by the insured or the owner of this coverage if coverage was previously assigned.

Full Name Thornton Richard R (Last) (First) (MI) 543-68-3643 (Social Security Number)

Address 720 Bradley Ct Columbia SC (Street) (City) (State) 29206 (Zip Code)

Date of Birth 10/26/54 Gender: Female Male

Phone Number - Day 541-210-5152 Phone Number - Evening 541-210-5152

COMPLETE THE NEXT LINE FOR CONVERSION OF EMPLOYEE COVERAGE ONLY

Employee Last day worked 10-9-15 Were you disabled on your Coverage End Date? Yes No

Amount of Coverage you wish to convert \$ 168,000

How shall premiums be payable: ANNUALLY SEMI-ANNUALLY QUARTERLY (default)

Please indicate if you would like information on Monthly Check-O-Matic: Yes No

Note: Your initial quarterly premium payment must be received before Monthly Check-O-Matic can become effective.

I elect the Automatic Premium Loan Provision: Yes No

Amount of Payment submitted with this application (minimum is quarterly) \$ 2,295

Have you applied for: (check all that apply)

Waiver of Premium Application Date: _____

Accelerated Benefit/Terminal Illness Benefit Application Date: _____

Beneficiary Information – You must specify a beneficiary(ies) by completing the section(s) below

Primary Beneficiary Name, Address, Phone #	Percentage Must equal 100%	Social Security #	Date of Birth Month/Day/Year	Relationship
<u>The Estate of Richard R Thornton Jr.</u>	<u>100%</u>	<u>543-68-3643</u>	<u>10/26/54</u>	<u>Self</u>
Contingent Beneficiary Name, Address, Phone #	Percentage Must equal 100%	Social Security #	Date of Birth Month/Day/Year	Relationship

If you need additional space for your beneficiaries – sign, date, and attach a separate sheet of paper using the above format. The total percentage for each type of Beneficiary (Primary or Contingent) must equal 100%.

Community Property Laws - If you are married, reside in a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Washington, and Wisconsin), and name someone other than your spouse as Beneficiary, payment of benefits may be delayed or disputed unless your spouse also signs the beneficiary designation.

Spouse Signature _____ Date _____
Month/Day/Year

Insured Name Richard R. ThorntonSocial Security Number 543-68-3643

DUPLICATE

IMPORTANT NOTICE TO THE EMPLOYEE

Your eligibility for Life Insurance under the Group Insurance Policy issued by Life Insurance Company of North America to the Policyholder has ceased. You are hereby notified that under the terms of the Group Policy, you may, subject to the terms of the Policy, convert your all or part of your Life Insurance coverage under the said Policy to an individual Policy. The individual Policy will not contain disability or supplemental benefits. Your application and premium payment must be submitted within 31 days after the Termination Date, or within 15 days of the date of this notice, whichever date is later, but in no event will an application be accepted beyond 91 days from said Coverage Termination Date. You must attach the completed Employer Notice of Right to Convert form (if applicable) when you submit your application for coverage.

I have read the above questions and answers, and hereby declare that they are complete and true, and I agree that this application shall form a part of any policy issued. I understand that I am eligible to convert an amount not to exceed the amount of coverage in effect on the date my group life insurance terminated. I represent that the amount of coverage applied for above does not exceed the amount I am eligible to convert. I further agree that while my application to convert under the terms of the group policy is being reviewed, the Insurance Company may deposit the payment submitted with the application. If I am later determined not to be eligible to convert my group insurance, the sole obligation of the Insurance Company shall be to refund the premium paid.

If any changes or corrections are made by the Insurance Company as noted below, acceptance by the Owner of a policy to which a copy of the modified application is attached will ratify such changes or corrections.

Signature R. R. ThorntonDate 11/01/2015

(Parent or Guardian signature if applicant is under age 18)

Corrections and changes (*Office Use Only*) None

Send the completed application, the Notice of Right to Convert form (if applicable) and premium payment made payable to ***Life Insurance Company of North America*** to the address shown below. Payment should be made via check or money order. We cannot accept cash:

NEBCO
P.O. Box 152501
Irving, TX 75015-2501

or

NEBCO (Overnight Address only)
8500 Freeport Parkway South
Suite 450
Irving, TX 75063